

**Memorandum of Understanding between  
Wyndham Youth Aboriginal Corporation (WYAC)**

**And**

**The Shire of Wyndham and the East Kimberley (SWEK)**

**Regarding the coordination of youth services and use of the Ted Birch Youth & Recreation Centre,  
Wyndham**

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## 1. Background

The town of Wyndham is situated on the northern coast of WA in the Shire of Wyndham East Kimberley (SWEK). Wyndham has approximately 780 residents of which 47% identify as being Aboriginal. There are 12 different Aboriginal cultural groups residing in the community with the main native title group for the region recognised as the Balangarra people.

The Wyndham Youth Aboriginal Corporation (WYAC) was established in October 2017 and was shaped by extensive consultations with the Wyndham Aboriginal community and the Wyndham Youth Advisory Group (WYAG), of which both parties are members. The Department of the Prime Minister and Cabinet (PM&C), has provided funding to the WYAC to deliver social and recreational activities and case management with at risk youth (6-25 years), for an initial period of 6 months until 30 June, 2018. The purpose of this program is to work collaboratively with SWEK and other community stakeholders in the delivery of youth activities.

The Shire of Wyndham East Kimberley (SWEK) has operated the Ted Birch Youth and Recreation Centre in Wyndham since its opening and recognises the role the centre plays in engaging the town's youth. Funding for the centres operations has come from the Shire and funding from the Department of Child Protection and Family Services/Department of Communities. The opportunity has now been presented for the Shire to establish a working partnership with the Wyndham Youth Aboriginal Corporation that will deliver a broader range of youth activities from the centre that will build capacity, resilience and life skills among the town's young people.

## 2. Purpose

This Memorandum of Understanding outlines the intentions of WYAC and SWEK to a shared commitment to coordinate the delivery of youth activities delivered by each party from the Ted Birch Youth and Recreation Centre, in Wyndham. This MOU represents an initial agreement to which other relevant stakeholders (outlined in Appendix 1) may become signatories and/or form further MOU's with both/either party.

The Values and Principles underpinning this MOU and the delivery of youth-focused activities are:

- Mutual recognition and support of the needs and aspirations of youth and families in Wyndham
- Mutual recognition and respect for community protocols
- Strengthening mutually beneficial partnerships within the local community
- Enhancing the capacity of each organisation and the people who participate in delivered activities
- Respect, recognition, collaboration and cooperation between organisations
- Reconciliation and social justice

## 3. Objectives

Both Parties agree:

To establish a collaborative approach to the delivery of recreational and support services for youth, in Wyndham

To develop and implement and number of coordinated youth activities

To share knowledge, skills and resources to increase the opportunities for young people in the local community.

To monitor and review partnership and activity outcomes.

## 4. Period of arrangement

This Memorandum of Understanding between WYAC and SWEK, will operate for the initial period of 1 year

from the date of signing of the MOU, with the option to renew available to be exercised if agreeance is reached by both parties. The operation of the MoU is also dependent on WYAC securing ongoing operational funding through PM&C or other funding bodies.

It is agreed that at any point in time during the specified time agreement, that each organisation may negotiate to end the agreement. The period of arrangement will stand until such time as a written statement is received from the organisation wishing to exit the agreement.

## **5. Terms of the Agreement**

The parties agree that:

If a joint project is initiated, the parties setting out terms and conditions will enter into an arrangement.

This is not a legally binding document and its provisions do not create rights, obligations or duties for either party.

The document merely records the mutual intentions of the parties in relation to the further advancement of friendship and goodwill and a willingness to pursue joint initiatives.

## **6. Participant Code of Behaviour**

The parties agree that:

SWEK and WYAC will develop a minimum Code of Behaviour for people utilising the Centre and participating in the activities that are jointly delivered by the Parties. This Code will be developed in consultation with youth and other relevant stakeholders, at the earliest possible time.

## **7. Infrastructure and Utilities**

Both Parties agree:

SWEK will be responsible for maintenance and upkeep of facilities, including utility (power and water) charges.

SWEK will provide an Operational Plan for the Centre which incorporates and is not limited to:

1. Safe and secure use of the Centre Office for WYAC staff and clients, and
2. Safe and secure use of the broader Centre facilities such as those external areas, for WYAC staff and clients
3. Emergency Procedures.

This Operational Plan will be reviewed and revised every 12 months or whenever required, whichever comes first.

## **8. Scheduled WYAC activities**

Both Parties agree that SWEK will provide access to WYAC staff:

a. Centre Office:

WYAC will install a separate (additional) phone and internet line to the premises, for use by WYAC staff.

SWEK will provide WYAC staff access to the Centre Office between 6.00am and 10.30pm on weekdays and 9am to 8 pm on Saturdays, for the delivery of contracted youth activities.

SWEK will provide a safe and secure air-conditioned office with 2 x desk spaces and a printer, for use by WYAC staff.

b. Broader Facility

WYAC will develop a schedule of after school activities based on Western Australian Education Department School Terms, which will be delivered from the Centre, in consultation with SWEK and other relevant stakeholders. WYAC will publish a monthly update on planned activities for SWEK and other relevant stakeholders. WYAC will also provide School Holiday activities

SWEK will provide access to the Pool at a discounted entry price for WYAC program participants.

#### **9. Process to Agree the range and scheduling of youth activities delivered by WYAC**

WYAC and SWEK will conduct ongoing consultations with all relevant stakeholders, including DPMC, WYAG and community members, including families and young people; to identify delivery of appropriate services to young people. WYAC staff will be responsible for the development and implementation of an Activity Plan for the centres programs and services.

#### **10. Transfer of Knowledge and Skills**

The WYAC Coordinator will consult the SWEK Manager of Community Services and other relevant staff on the type of staff training and development required by WYAC and SWEK staff. The parties are committed to the transfer of knowledge and skills as an important part of building ongoing partnership capacity.

#### **11. Management and Resolution of Issues**

The staff of WYAC and **SWEK** agree to cooperate, and collaborate in a positive way to identify and address issues and opportunities to improve the delivery of youth-focussed activities from the Ted Birch Youth and Recreation Centre

The Chairperson or CEO of SWEK or WYAC, or staff /contractors employed by either party, can raise any issues or concerns with the WYAC Coordinator or the Manager of Community Services, to assist in their assessment and resolution of arising issues.

If a given issue or concern is not resolved with the support of the WYAC Coordinator or SWEK Manager of Community Services, the Chairperson or CEO of **SWEK** will seek to resolve it through discussions with the WYAC Chairperson and vice versa.

#### **12. Intellectual Property**

- a) Intellectual Property (IP), confidential information and know-how owned at the date of this agreement or developed subsequently shall belong to the party owning or developing such rights.
- b) Each party to this agreement shall decide at its sole discretion how to register, maintain and protect its own IP, confidential information and know-how.
- c) No party shall use confidential information obtained from the other party except for pursuance or collaboration under this or subsequent agreements.

#### **13. Publication and dissemination**

Any marketing, public promotion and/or media coverage of the partnership will be planned, designed and delivered with agreement from authorised representatives of all parties. Care should be taken to ensure that:

- i) The rights of Aboriginal and Torres Strait Islander people are respected.
- ii) There is no private or sensitive material published.

#### **14. Confidentiality**

All parties will treat all unpublished and sensitive information as confidential information; and all parties agree to carefully guard and monitor this information. All parties will ensure their staff are knowledgeable on the Australian Privacy Principles.

#### **15. Limited Liability**

Each Party maintains responsibility for all its finances, operations, staff, grant obligations, and the observance of all relevant rules, regulations and laws.

#### **16. Agreed by:**

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**David Menzel**

Shire President  
**SWEK**

Date:

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**Antoinette Trust**

Director  
Wyndham Youth Aboriginal Corporation

Date:

#### **Witnessed by:**

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Full Name: Carl Askew  
Chief Executive Officer  
SWEK  
Date:

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Full Name: Katie Tyson  
Manager  
Wyndham Youth Aboriginal Corporation  
Date:

### 17. Third Party Authorisation

We **[The Directors of Insert Organisation Name]** authorise the WYAC to discuss, assist with, request and access information at our request and on our behalf with regards to all information required in the pursuit of providing support to our organisation as set out in the attached MOU

Agreed by:

\_\_\_\_\_  
[Name]

Chairperson

[Organisation]

Date:

\_\_\_\_\_  
Chairperson

Wyndham Youth Aboriginal Corporation

Date:

Witnessed by:

\_\_\_\_\_  
Full Name:

Position:

Date:

\_\_\_\_\_  
Full Name:

Position:

Date:

## Appendix A- Other Major Stakeholders

1. Boab health
2. Ngnowar-Aerwah Aboriginal Corporation

Western Australia Police

East Kimberley Job Pathways

Wyndham District High School

St. Josephs Primary School

Wunan Foundation

Garnduwa

Youth Justice